

RESTRICTIVE COVENANTS & CONDITIONS

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LEE

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Be it known that SECURE COVENANT INTERESTS, LTD., a Texas limited partnership, for the purpose of instituting restrictive covenants on all tracts presently existing and tracts that may be created (hereinafter both referred to interchangeably as "tracts") out of the herein described "subject property," does hereby adopt and impose on behalf of itself, its legal representatives, successors and assigns, the following recited restrictive covenants and use limitations covering said tracts. All these restrictive covenants, conditions, and use limitations shall become part of all contracts of sale, contracts for deed, deeds, and other legal instruments whereby the title or possession of any part or portion of any of the subject property is hereafter conveyed or transferred.

The subject property is described as:

All those certain tracts or parcels of land, known as:

Tract #1 – 10.119 acres
Tract #2 – 10.010 acres
Tract #3 – 10.010 acres
Tract #4 – 10.881 acres
Tract #5 – 11.070 acres
Tract #6 – 17.577 acres
Tract #7 – 10.629 acres
Tract #8 – 20.243 acres
Tract #9 – 10.451 acres
Tract #10 – 10.063 acres
Tract #11 – 10.230 acres
Tract #12 – 10.015 acres

and as shown on attached Exhibit "A" out of the Stephen F. Austin Survey, Abstract No. 1, Lee County, Texas, as described in Warranty Deed with Vendor's Lien, executed by KAREN A. BERNDT, JAMES LEWIS ALBRIGHT IV, ANNE COBB ALBRIGHT, PATRICK EUGENE ALBRIGHT, CYNTHIA MARY ALBRIGHT, and LINDA MARIE ALBRIGHT, to SECURE COVENANT INTERESTS, LTD., said Deed recorded in Instrument No. 2020-00794, Vol. 1268, Page 263, of the Official Public Records of Lee County, Texas.

The Restrictive Covenants are as follows:

1. That no commercial use of said tracts shall be permitted. Agricultural and ranching operations shall not be considered a commercial use for the purposes of these restrictions except that no commercial feed lots, commercial bird operations, or similar commercial enterprises shall

be allowed. Equestrian operations shall not be considered a commercial operation for the purposes of these restrictive covenants. In any activity the other restrictions must be complied with.

2. Each house shall contain not less than 1000 square feet of heated floor space, exclusive of open porches, breezeways, carports, and garages.

3. Only one house is allowed per 7 acres. In addition, one guest house constructed after the primary residence is finished shall also be allowed on each tract (guest houses shall not be required to meet the minimum square footage required in paragraph two). Houses are to be built of materials and by practices considered reasonably standard and acceptable to the area. Houses and surrounding premises shall be kept in good repair and in a reasonably clean and orderly condition. Only the house and guest house referenced in this paragraph shall be used as residences.

4. All houses, buildings, garages, barns and other buildings constructed or placed on any part of any tract including hunting stands, hunting blinds and feeders used for hunting, must be set back at least 150 feet from any property line fronting any public road and at least 50 feet from any side or rear property line. No side or rear set back lines shall exist for property lines that do not join another tract out of the subject property (except that no improvements shall be constructed within the utility easement that would interfere with the utility easement). For manufactured homes, the setback lines in paragraph 11 shall apply.

5. The exterior of each house or other improvement shall be completed and finished within eighteen months of the earliest to occur of (1) the placement of building materials on the tract, or (2) the commencement of foundation work for the structure, or (3) the commencement of on-site work on the structure itself.

6. No hogs or pigs will be allowed on any tract, except that one hog or pig per child residing on said tract shall be allowed to be kept for FFA (or similar organization) project so long as said animal is kept in a reasonably sanitary manner at least 150 feet from any property line joining another tract out of the subject property and at least 150 feet from any property line fronting any public road.

7. No part of any tract shall be used or maintained as a dumping ground for rubbish, debris or junk.

8. No junk yards, repair yards, or wrecking yards shall be located on any tract. Two or more vehicles in disrepair placed on any tract for more than two weeks shall constitute a junk yard, unless said vehicles are kept in a garage.

9. Materials or equipment of any kind stored outside on any tract shall be arranged in an orderly manner on the rear one-half of the tract and no closer than 50 feet from any property line that joins another tract out of the subject property.

10. Camping on any tract is limited to eight weeks per year. Any camping facilities shall be located at least 150 feet from any property line that joins another tract out of the above subject property and at least 150 feet from any property line fronting any public road. On any tract on which a residence has been completed, camper trailers, travel trailers and motor homes may be parked or garaged, but no camper trailer, travel trailer, or mobile home shall be occupied as a temporary or permanent residence at any time on any tract of land.

11. No manufactured home (including mobile homes, manufactured homes, and modular homes) shall be allowed to be placed on any tract, except as follows:

a. One complete manufactured home that is at least 20 feet in width on its shortest side may be placed on each tract. Said home shall have a minimum of 1000 square feet of heated floor area. Said manufactured home must be placed at least 250 feet from any property line fronting any public road and at least 50 feet from any side or rear property lines. No side or rear set back lines shall exist for property lines that do not join another tract out of the subject property (except that no improvements shall be constructed within the utility easement that would interfere with the utility easement). Said manufactured home must be in good condition and no older than 3 years old when placed on the property. Variations from the requirements in this paragraph may be considered based on the style, age and condition of the manufactured home. The term "house" and "houses" as used in these Restrictive Covenants & Conditions shall also apply to mobile homes, manufactured homes, and modular homes.

b. Any manufactured home placed on any tract must have the trailer tongue/hitch removed and must be under-skirted with standard and customary materials. These items shall be performed within 30 (thirty) days of the date the manufactured home is placed on the property.

c. Any manufactured home shall count towards the house allotment in paragraph 3 herein.

12. No activity of any type shall be allowed that would create an unreasonable noise, visual, odor, or safety nuisance to the users of the surrounding subject property. No building, antennae, or other obstacle shall be constructed that exceeds 40' in height.

13. The number and type of animals kept on the property shall be controlled so as not to create a substantial visual, noise, odor, or safety nuisance to the users of the surrounding subject property and so as not to endanger the condition of a substantial portion of the property by overgrazing.

14. All animals (except domestic cats) shall not be allowed to roam beyond the perimeter of the tract. Only one outside dog per 5 acres shall be allowed to be kept on each tract.

15. Sanitary control easements shall be maintained by each tract owner around any water wells in compliance with TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) Standards. Water wells shall be placed a minimum of 50' from any property line, or in accordance with TCEQ requirements or Lee County requirements, whichever is more stringent.

16. No tract will be re-subdivided into a tract of less than 10 acres without the joinder of a majority of tract owners as provided for herein for altering these Restrictive Covenants (county approval may be required on any re-subdivided tracts - check with county for current requirements before re-subdividing).

17. Owners should check with Lee County and with the TCEQ for any requirements before installing a private sewage system.

18. Extreme caution should be used when discharging any firearm. The person discharging the firearm shall be solely responsible for the safe operation of said firearm.

19. Before performing any construction, excavation, or soil disturbance Buyer should contact "Texas 811."

20. No action will be taken that will cause or allow water to be backed up on any road, access easement, or another Tract out of the subject property.

21. These restrictive covenants are to run with the land until December 31, 2040, and extend automatically for additional periods of five (5) years each unless a majority of tract owners as provided for herein for altering these restrictive covenants, through a duly recorded written instrument or instruments, amend or cancel the same.

Secure Covenant Interests, Ltd., and Heritage Select Investments, LLC, hereby retain the right to execute amendments to, including granting variances from, all restrictive covenants and other limitations imposed by this instrument on the subject property, provided it, in the exercise of its reasonable judgment and discretion, is of the opinion that any such amendments or variances are acceptable and reasonable for the development of the property. Any such variance or amendment must be evidenced in writing and must be signed by Secure Covenant Interests, Ltd., or Heritage Select Investments, LLC.

Other tracts or acreage not originally referenced as "subject property" in this instrument may be added to this instrument as "subject property" by the recording of an instrument adding said tracts; said instrument shall be executed by Secure Covenant Interests, Ltd., or its general partner. Any such tracts that are added shall become a part of these restrictions to the same extent as if they had been originally included.

The above restrictive covenants constitute covenants running with the land and inure to the benefit of The County in which the property is located, the undersigned (also referred to as "Declarant") and its successors and assigns, and to each and every Owner of a tract out of the subject property, their heirs, successors, and assigns. Any one of said beneficiaries shall have the right to enforce these restrictive covenants in equity or in law. County officials acting in their official capacity, Tract Owners, their heirs, successors, and assigns, and the Declarant, and its successors, and assigns are empowered to enforce the covenants, conditions and restrictions contained in these Restrictions. Enforcement of these Restrictions must be by proceedings at law or in equity against any person or persons violating or attempting to violate these Restrictions, either to restrain or prevent such violation or proposed violation, or obtain any other relief

authorized by law. The violation of the Restrictions will never at any time work an estoppel upon any person entitled to claim benefits of these Restrictions. In the event of litigation enforcing any Restrictions, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs. If one or more of such restrictive covenants shall be held invalid, none of the others shall be affected or impaired by such holding but shall remain in full force and effect.

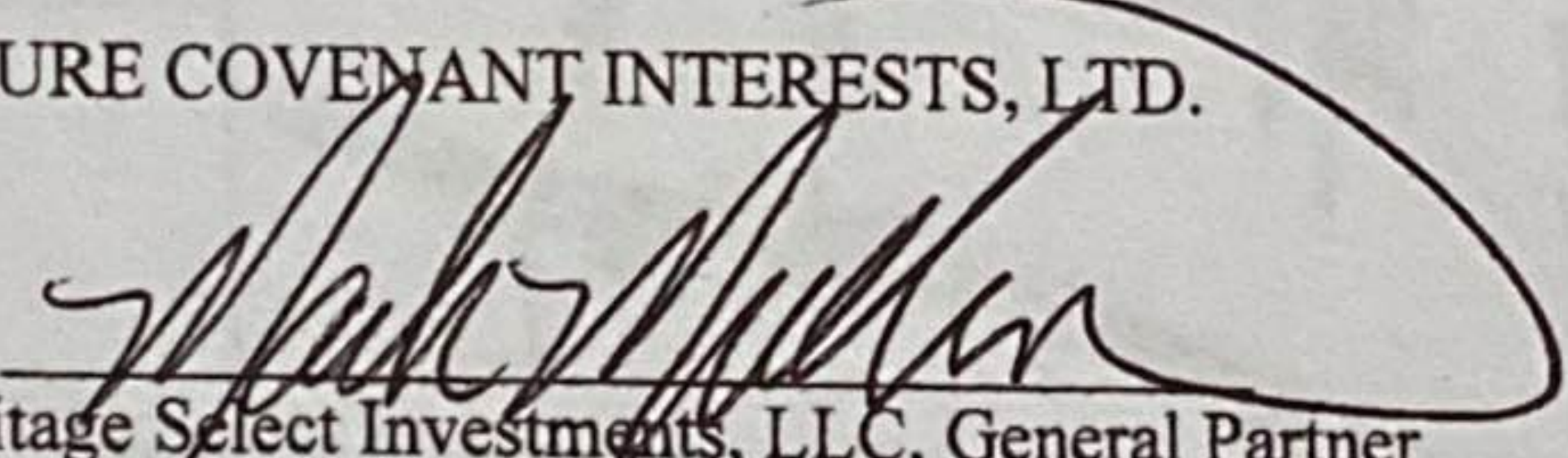
Any one or all of the herein numbered restrictive covenants may be altered, amended or canceled by a vote of at least an eighty percent (80%) majority of the owners of the then existing tracts (as of the date said vote is taken) out of the subject property referenced herein (one vote per tract). Such amendment, alteration, or cancellation of any of the above must be in writing and must be filed with the Lee County Clerk in order to be of any force and effect.

Failure at any time to enforce these Restrictive Covenants, whether any violations thereof are known or not, shall not constitute a waiver or estoppel of the right to do so from time to time thereafter.

A portion of the property lies in a flood plain or other low-lying areas that are subject to flooding or water saturation. Future Grantees of each tract out of the subject property (herein referred to as "Buyer") should use caution and conservative judgment when installing any improvements in or near the flood plain or low-lying areas. Buyer shall be solely responsible for determining any flood plain elevations that are pertinent to Buyer's plans and for deciding at what elevation and location Buyer desires to construct any improvements. This clause shall apply to Buyer and Buyer's successors, heirs and assigns.

Executed this ____ day of _____, 2020, to be effective the 25th day of August, 2020.

SECURE COVENANT INTERESTS, LTD.

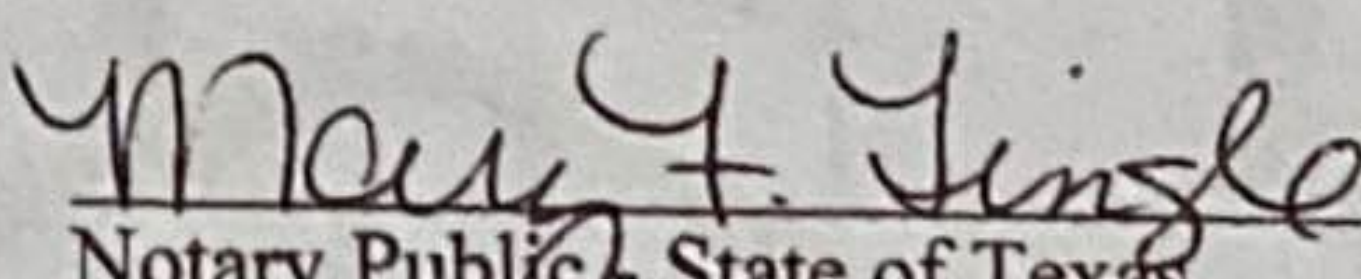
By: 
Heritage Select Investments, LLC, General Partner
By: Mark Mullin, Manager

THE STATE OF TEXAS §

COUNTY OF WALKER §

This instrument was acknowledged before me on this the 25th day of August 2020, by Mark Mullin, Manager, Heritage Select Investments, LLC as General Partner of Secure Covenant Interests, Ltd.




Notary Public - State of Texas

After recording return to:
Secure Covenant Interests, Ltd.
1231 Financial Plaza
Huntsville, TX 77340

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